

Mabanaft GmbH & Co. KG - General Terms and Conditions of Purchase

(for use in contractual relationships for the procurement of non-tradable goods)

1. General scope

- 1.1. Orders placed by Mabanaft GmbH & Co. KG ("Customer") with the contractor ("Supplier") shall be governed exclusively by these General Terms and Conditions of Purchase ("GTCP"), unless otherwise agreed in writing. Any other terms and conditions of the Supplier are expressly rejected.
- 1.2. Unconditional acceptance of goods or services, including the necessary documentation (hereinafter uniformly referred to as "goods" or "delivery item") or the unconditional payment by the Customer, shall in no case constitute acceptance of the Supplier's General Terms and Conditions.

2. Subject of the order

- 2.1. Delivery contracts (orders and acceptance) and delivery call-offs must be in writing. Orders and delivery call-offs can also be made by fax or e-mail.
- 2.2. Subsequent amendments to the terms of delivery as well as verbal subsidiary agreements require the written confirmation of the Customer in order to be valid.
- 2.3. Quotations are binding and are not to be remunerated unless something else was agreed in writing.
- 2.4. The Customer may request reasonable changes to the construction and design of the goods. The effects, in particular with regard to additional or reduced costs and the delivery dates, shall be regulated appropriately and by mutual agreement.
- 2.5. If the Supplier does not accept the order within two working days of the order date ("order confirmation"), the Customer shall be entitled to revoke the order without the Supplier being entitled to any claims for losses and/or damages. Delivery call-offs shall become binding if the Supplier does not reject in writing within two working days of receipt at the latest.
- 2.6. All communication and (accompanying) documents of the Supplier relating to the goods shall, upon commencement of the order confirmation, include the unique reference features provided by the Customer, in particular the purchase order ID. This also includes documents from accounting management.
- 2.7. All consultancy services have to be documented at least on a monthly basis in detail by the Supplier using a time tracking tool / format specified by the Customer.

3. Prices, payment

- 3.1. Unless otherwise agreed all prices shall be considered duty paid at the location of the Customer including packaging and excluding statutory VAT.
- 3.2. Unless otherwise agreed, payment will be due within 15 calendar days less 3% discount or within 60 calendar days net without deduction as of the date the payment becomes due.
- 3.3. The payment period shall commence once the goods have been delivered/rendered in full and the properly issued invoice has been received by the Customer. Insofar as the Supplier has to provide material tests, test reports, quality documents or other documents, the goods are not considered complete until receipt of these documents by the Customer. Discount deduction shall also be permissible if the Customer offsets or withholds payments in an appropriate amount due to defects. In the latter case, the payment period shall commence after complete elimination of the defects. In the case of agreed instalment payments, the payment period shall begin on the date of receipt of an auditable instalment payment invoice. If instalment is agreed, a final invoice taking into account the requirements of the Customer has to be provided in any case and to be identified as such.
- 3.4. Payments made shall not constitute acknowledgement of proper delivery. Invoices for consultancy services shall be

made on a monthly basis and have to be accompanied by a time sheet approved in advance by the Customer.

- 3.5. Partial deliveries and early deliveries are not permitted unless the Customer has expressly agreed to them in writing. In the case of acceptance of early deliveries, the due date shall be based on the agreed payment date, in case of doubt on the agreed delivery date at the earliest.
- 3.6. In the case of contracts which oblige the Supplier to provide goods on an ongoing or periodic basis over a longer period of time (e.g., maintenance contracts), invoicing and payment shall be made in arrears pro rata temporis in periods to be agreed (monthly or quarterly).

4. Delivery and acceptance, delivery periods, delay in delivery, contractual penalty

- 4.1. Agreed delivery dates and deadlines are binding. Decisive for compliance with the delivery date is receipt of the goods at the place of use / place of performance specified or agreed by the Customer and successful incoming goods inspection and, if agreed, acceptance. In the case of contracts for work, the agreed deadlines for the production of work in a condition ready for acceptance shall apply. The place of performance shall be the registered office of the Customer stated in the order, unless another location is expressly stated. If it has not been agreed that delivery shall be free at the Customer's location and duty paid, the Supplier shall make the goods available in due time, taking into account the usual time required for loading and shipping. In all other respects, the Supplier shall consult with the Customer's forwarding agent in such cases.
- 4.2. Unconditional acceptance of the delayed delivery of goods may not be construed as a waiver of the Customer's claims for damage due to the delayed delivery.
- 4.3. If agreed delivery dates are not met, the statutory provisions under the applicable law shall apply. If the Supplier foresees difficulties which could prevent them from delivering on time or delivery of the agreed quality or delivery in quality capable of being accepted, the Supplier must inform the Customer immediately, stating the precise reasons. In addition, the Customer shall be entitled to demand a contractual penalty of 0.5% for each week or part thereof in which the delivery deadline is exceeded, up to a maximum of 10% of the total order value, unless a higher contractual penalty for this case has been agreed between the parties. Any contractual penalty shall be offset against claims for damages/losses due to exceeding the delivery deadline. Any further rights of the Customer due to delayed deliveries remain thereby unaffected.
- 4.4. If the Supplier has assumed responsibility for installation, assembly or disassembly, the Supplier shall bear all necessary ancillary costs unless otherwise agreed.
- 4.5. The Supplier bears the risk until acceptance by the Customer or its representative at the place to which the goods are to be delivered in accordance with the contract.
- 4.6. The Supplier guarantees complete outgoing goods inspection for the delivery with zero-defect quality. Delivery shall be subject to an inspection to ensure that the goods are free from any defects, in particular in regard to correctness, completeness and fitness for use and purpose, as well as subject to acceptance, if such acceptance has been agreed. The Customer shall be entitled to inspect the goods to the extent and as soon as this is feasible in the ordinary course of business. Any defects discovered shall be reported by the Customer without undue delay. In this respect, the Supplier will waive the claim of late notification of defects.
- 4.7. For quantities, weights and dimensions, the values determined by the Customer during the incoming goods inspection shall be decisive, subject to proof to the contrary.

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4.8. Except as otherwise provided by reference to an End User License Agreement ("EULA") or by contractual terms and conditions, the following shall apply: The Customer shall have the right to use software belonging to the scope of delivery, including its documentation, with the agreed performance features, in accordance with the contractual use of the product, and the right to resell the software together with the product, without any restriction on time or location and transferability worldwide. The Customer may also make a backup copy without express agreement. In other respects, the following shall apply: Insofar as the Supplier's industrial property rights exist with respect to the goods, including individual, optional uses of the performance object, or the Supplier acquires such industrial property rights after delivery, the Supplier shall grant to the Customer, for use of the results delivered by the Supplier, a right of use of these industrial property rights that is valid worldwide, unlimited in terms of time and content, non-exclusive, irrevocable, royalty free and not capable of being sublicensed, but such right of use shall be transferable to later purchasers of the results or products resulting therefrom.

4.9. If required, the Supplier shall set up a consignment warehouse free of charge at the request of the Customer.

5. Confidentiality & Data Protection

5.1. All information that is disclosed by the Customer in connection with purposes of the contract through the execution of an purchase order or in discussions (including features that can be found in objects, documents or software provided and other knowledge or experience) shall be kept confidential as well as from third parties as long as and insofar as such information is not demonstrably known to the public. This confidential information shall remain the exclusive property of the Customer and shall only be made available within the Supplier's company to persons for whom knowledge of such information is necessary for the purpose of delivery to the Customer and who are likewise obliged to maintain confidentiality. Such information may not be reproduced or used commercially without the prior written consent of the Customer, except for deliveries to the Customer. At the Customer's request, all information originating from the Customer (including copies and records) and items provided on loan shall be returned to the Customer immediately and completely, or they are to be destroyed. This is to be done in conjunction with a corresponding written declaration. Insofar as the parties have concluded a non-disclosure agreement, this shall take precedence over the provisions of this clause.

The Supplier undertakes to name the Customer as a reference and/or to advertise services or products which they have developed for the Customer within the framework of the contractual relationship with the Customer only with the express prior consent of the Customer.

5.2. If, for the purposes of the contract, the Supplier should be given access to personal data, it must comply with all valid applicable data protection provisions, in particular the provisions of the General Data Protection Regulation ("GDPR"). The Supplier shall also ensure that such data is protected with state-of-the-art systems. Personal data may only be accessed and processed on behalf of the Customer if the corresponding required data procession agreement has been signed. The Supplier shall ensure that the processing of personal data that is attributable to the Customer will only take place within the territory of a Member State of the European Union, or in another signatory state to the Agreement on the European Economic Area. The Supplier shall oblige its employees to comply with the provisions for protecting personal data (Art. 4(1) GDPR), in particular with regard to maintaining the confidentiality of such data pursuant to Art. 28(3) lit. b GDPR, as well as to process such data only after being instructed to do so (Art. 29 and Art. 32(4) GDPR).

6. Inventions, industrial property rights

6.1. The Supplier hereby grants to the Customer and his affiliated companies a right to use patentable inventions free, transferable and unrestricted in regard to time and location within the scope of the legal relationship between the Supplier and Customer, in particular for development services.

6.2. The Customer reserves all rights to such information (including copyrights and the right to register industrial property rights). Insofar as the Customer has received such information from third parties, this reservation shall also apply in favour of these third parties.

6.3. The Supplier is aware that the goods will be used internationally. The Supplier assures that they have already notified the Customer of the use of published and unpublished, owned and licensed industrial property rights and applications for industrial property rights to the performance object prior to placing the order.

6.4. Each Party shall inform the other Party immediately of any risk of violation and alleged cases of infringement that become known and shall give each other the opportunity to counteract such claims by mutual agreement.

6.5. The Supplier guarantees that the goods and their customary use do not infringe any intellectual property rights of third parties, in particular no copyrights, patent rights, utility model rights, trademark rights, design rights or license rights. If a claim is asserted against the Customer by a third party due to such an infringement, the Supplier is obliged to indemnify the Customer against any claims in this respect upon first written request. This claim shall not exist if the Supplier proves that the Supplier had no knowledge of the infringement of rights mentioned in the previous sentence nor could have been aware of it at the time of performance by applying commercial principles, including comprehensive and current examination carried out beforehand in accordance with third-party rights with regard to the performance object and its respective use. The Supplier's obligation to indemnify shall apply to all direct and indirect damages/losses, costs and expenses necessarily incurred by the Customer as a result of or in conjunction with claims asserted by a third party, including the necessary costs of asserting legal claims.

6.6. The Supplier shall contractually ensure in relation to its employees, freelancers or third parties, to the extent that they make use of such in the provision of services, that the rights under clause 6.5 are due to the Customer and are not affected by termination of the contracts between the Supplier and third parties. Otherwise, the Supplier shall reimburse the Customer for all resulting damages/losses and expenses, including the costs of reasonable legal defense, and indemnify the Customer in this respect against claims by third parties, unless the Supplier is not legally responsible for them.

7. Packaging, delivery note, invoice, origin of goods

7.1. For deliveries of goods, the goods are to be packed in a customary and appropriate manner for transportation. Packaging must be designed in such a way that it is easy to separate and recycle, that mixed containers are avoided and that materials made from naturally renewable raw materials are used. The corresponding product and material information must be provided.

7.2. For deliveries of goods a delivery note and a separate invoice must be issued to the Customer for each consignment. Besides all mandatory information, the documents shall contain the following: The Supplier number, SAP-purchase order number, date and number of the purchase order or delivery call-off and conclusion of purchase, quantity and material number, number and date of the delivery note, itemized gross and net weights, additional data of the Customer (e.g., unloading point) plus the agreed price / quantity units. Each delivery must be accompanied by a packing slip with an exact list of contents and specification of the order number.

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The Customer shall be entitled to demand additional contents of the invoice and the delivery note in deviation from the above.

- 7.3. If the invoice relates to different orders, the information given in section 7.2 must be listed separately for each order. As long as these details are missing, the invoices are not due and payable. The invoice may only refer to the respective delivery note.
- 7.4. A Supplier based in the EU must document the country of origin of the goods for the Customer with a long-term Supplier's declaration; a Supplier outside of the EU must provide documentation using proof of preference or a certificate of origin. Any change in the country of origin of the goods must be reported to the Customer immediately and without prompting. The Supplier shall indemnify the Customer against all costs incurred as a result of incorrect, incomplete or erroneous statements or documents of origin.

8. Force majeure

Any circumstance not within the party's reasonable control including but not limited to legally permissible labour disputes, operational disruptions through no fault, unrest, epidemics, pandemics, measures by public authorities like quarantine restrictions, imposition of sanctions and embargos and other unavoidable events ("Force majeure") shall entitle the Customer – without prejudice to its other rights – to withdraw from the contract in whole or in part insofar as such events result in a substantial reduction, change or postponement of their requirements and have a duration of more than 4 weeks.

9. Warranty

- 9.1. The statutory provisions on material defects and defects of title shall apply, unless otherwise regulated below.
- 9.2. The Supplier guarantees that the performance object is free from defects, can demonstrate the guaranteed data and characteristics, complies with the agreed specifications, drawings, samples and/or descriptions, corresponds to the relevant market's legal provisions and standards expressly named in the specifications, does not exhibit any design defects, is of the quality specified in the contract, is suitable for the purpose or use intended by the Customer and has been manufactured in accordance with the state of the art recognized at the time of manufacture. The Customer's release notes on drawings and specifications do not release the Supplier from its warranty obligations.
- 9.3. If a defect becomes apparent within six months of transfer of risk, it shall be assumed that it was already present at the time of transfer of risk unless this is incompatible with the nature of the item or defect.
- 9.4. The Customer may choose the type of subsequent performance.
- 9.5. If the Supplier does not begin to remedy the defect immediately upon request, the Customer may, in urgent cases, in particular to avert acute risks or avoid major damage, remedy the defect themselves at the Supplier's expense or have it remedied by a third party.
- 9.6. The warranty period ends 24 months after final commissioning, but 36 months after delivery to the Customer at the latest.
- 9.7. In the event of defects of title, the Supplier shall also indemnify the Customer and their customers against claims by third parties. A limitation period of ten years applies to defects of title.
- 9.8. For parts of the delivery repaired within the limitation period, the limitation period shall be interrupted until the Supplier has completely fulfilled the claims for subsequent performance.

9.9. The Supplier shall bear the Customer's costs resulting from defective delivery of the contractual object, in particular transport, travel, labour and material costs or costs for an incoming goods inspection exceeding the usual scope; the Supplier shall also bear the costs which they have to bear towards their customers, in particular in the event of the Supplier's breach of obligations for which the Supplier is responsible in the form of non-delivery. This shall apply analogously in the event of failure of an agreed acceptance for reasons for which the Customer is not responsible.

9.10. If the Customer takes back products or services manufactured and/or sold by them due to defects of the contractual item delivered by the Supplier, or if the purchase price has been reduced or otherwise claimed against the Customer for this reason, the Customer reserves the right to take recourse against the Supplier; this does not require the setting of a time limit otherwise required for warranty rights.

9.11. If Supplier does not remedy the defect within a reasonable grace period set by the Customer, the Customer will be able to remedy the defect itself or have this carried out by third parties at Supplier's costs, notwithstanding Supplier's warranty obligation. Furthermore, the Customer shall be entitled to terminate the contractual relationship for good cause if the agreed periods are exceeded.

10. Liability

10.1. The Supplier shall be obliged to compensate the Customer for any damage/loss incurred by the Customer directly or indirectly as a result of culpable defective performance or performance due to culpable breach of other main contractual or ancillary obligations or for any other legal grounds attributable to the Supplier.

10.2. If a claim is made against the Customer on the basis of product liability, the Supplier shall indemnify and hold harmless the Customer if and to the extent that the damage was caused by a defect in the goods delivered by the Supplier. In the case of fault-based liability, the indemnification shall only apply if the Supplier is at fault. If the cause of the damages / losses lies within the Supplier's area of responsibility, the Supplier shall bear the burden of proof in this respect. In such cases, the Supplier shall bear all costs and expenses, including the costs of any legal action or recall action.

10.3. The Supplier shall be obliged to take out and maintain an appropriate business liability and product liability insurance policy, including damage to property damage, financial loss and recall costs with an insurer licensed in the EU. The coverage limit must be at least five million EUR per claim for personal injury and property damage plus product asset damage and recall costs.

11. Assignment of receivables

Without prior written consent, which may not be unreasonably withheld, the Supplier shall not assign their claims / receivables against the Customer or have them collected by third parties.

12. Property

Goods subject to retention of title may be resold, mixed, combined or processed, pledged or transferred by way of security by the Customer in the ordinary course of business.

13. Quality and documentation

13.1. The goods must comply with the state of the art in science and technology, the safety regulations and with the agreed technical data. The Supplier must set up and prove an appropriate quality management system.

13.2. The Supplier must keep quality records for all products of when, how and by whom their defect-free manufacture was ensured. This evidence must be kept for 15 years and presented to the Customer if required. The Supplier is

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entitled to shorten the retention period if they are able to exclude dangers to life and health in the use of the products. The Supplier shall oblige sub-suppliers to the same extent within the limits of the law.

13.3. The Customer shall be entitled to audit the Supplier on a regular basis.

14. Code of Conduct

14.1. The Supplier is obliged to comply with the laws of the applicable legal system(s) and the relevant embargo and/or sanction provisions. In particular, the Supplier will not actively or passively, directly or indirectly participate in any form of bribery, violation of the fundamental rights of their employees or child labour. In addition, the Supplier will assume responsibility for the health and safety of its employees in the workplace and comply with environmental protection laws.

14.2. The Supplier shall provide / take the required organizational instructions and measures, in particular in the areas of property protection, business partner security, staff and information security, packaging and transport, to guarantee safety in the supply chain in accordance with the requirements of corresponding internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g., AEO, C-TPAT). The Supplier shall protect its deliveries and services to the Customer or to third parties designated by the Customer against unauthorized access and manipulation. The Supplier shall use only reliable staff for such deliveries and services and shall impose a duty on any sub-contractors to also take corresponding measures. Further, the Customer's Code of Conduct shall apply (<https://www.mabanaft.com/en/news-info/publications-downloads/code-of-conduct.html>).

14.3. Should the Supplier culpably breach the aforementioned duties, the Customer shall be entitled, irrespective of further claims, to withdraw from the contract or terminate the contract. Insofar as a rectification of the breach of duty is possible, this right may only be exercised following expiry of a reasonable period of time for rectification of the breach of duty without success.

15. Miscellaneous

15.1. The exclusive place of jurisdiction for all legal disputes arising directly or indirectly from the contractual relationship shall be Hamburg/Germany.

15.2. If not otherwise agreed in the contract, the required written form shall also be fulfilled by sending an e-mail or fax of the respective document or with an electronically transmitted signature, e.g. the DocuSign-Signature procedure. This also applies to termination of or withdrawal from a contract, amendment or supplement to this contract or an individual contract as well as to the conclusion, amendment or supplement of an individual contract. Except in that respect, however, the provisions in the German Civil Code, Section 127 (2) and (3) do not apply.

15.3. The Supplier is not entitled to any rights of retention insofar as they arise from counterclaims from other legal transactions with the Customer.

15.4. The Supplier may only offset such claims or assert a right of retention against such claims which have been expressly acknowledged in writing by the Customer or which have been established as legally binding.

15.5. The contractual relationship shall be governed exclusively by German law to the exclusion of the conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.6. If either party suspends payments or if insolvency proceedings are looming against its assets, the other party shall

be entitled to withdraw from the contract with respect to the part that has not been fulfilled.

15.7. In case any provision of these GTCP is or becomes invalid, the remaining provisions shall remain unaffected. The parties hereby undertake to immediately replace the invalid or unenforceable provision by such a provision which meets as close as possible to the economic purpose of the invalid provision. If this is not successful, the relevant statutory provisions shall apply. The same shall apply to any loophole of these GTCP.